

Olsson Associates
601 P Street, Suite 200
Lincoln, Ne 68508
8/18/2016

ADDENDUM NO. 1

NDOR Operations Building No. 00101 Emergency Generator Install
AFE I-050

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

FRONT-END DOCUMENTS:

1. Refer to the NOTICE TO BIDDERS

Delete this section in its entirety and replace with the attached Notice To Bidders.

Note: Pre-Bid Meeting information has been added to the Notice To Bidders.

2. Refer to the INSTRUCTIONS TO BIDDERS

Delete this section in its entirety and replace with the attached Instructions To Bidders.

Note: Pre-Bid Meeting conference room number was changed.

Each Bidder must acknowledge receipt of all addenda in the space provided on the Proposal Form.

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SECTION 001000

NOTICE TO BIDDERS

Sealed proposals for furnishing all plant, equipment, transportation, tools, materials, labor and skills necessary and incidental to perform all work described in the Proposed Contract Documents entitled:

NEBRASKA DEPARTMENT OF ROADS OPERATIONS BUILDING NO. 00101

EMERGENCY GENERATOR INSTALL

PROJECT NUMBER: AFE I-050

will be received at the Department of Roads Operations Division, located at 5001 S. 14th Street, Lincoln, Nebraska, until 2:00 PM, local time on Thursday September 8, 2016 and will then be publicly opened and read aloud.

The said Documents have been prepared by Olsson Associates and may be obtained from A & D Technical Supply, contact 402-474-5454 to obtain documents. Documents are also available for viewing at the Lincoln Builders Bureau and Omaha Builders Exchange.

Project Description: Project includes construction of new emergency generator and electrical distribution modifications. Construction includes concrete foundation for generator, new main distribution panel, Automatic Transfer Switch, electrical feeders, new door hardware for electrical room doors, and mechanical fuel oil piping installation.

All bids shall be made on the printed proposal forms attached to and made a part of the Proposed Contract Documents. Bid envelopes are also included within the package.

Bids mailed to this office shall be addressed to:

Nebraska Dept. of Roads
Operations Division-attn: Liz Salisbury
PO Box 94759
Lincoln, NE 68509-4759

Bids delivered in person shall be delivered to:

Nebraska Dept. of Roads
Operations Division-attn: Liz Salisbury
5001 South 14th Street
Lincoln, NE

Please note: This location is the Operations Building located south of the State Penitentiary.

NOTICE: Bids submitted by facsimile or electronic transmission are NOT ACCEPTABLE.

Each Bidder must submit with the bid a certified or cashiers' check or a bid bond on AIA form A310 in an amount equal to five (5%) of the bid.

The character and amount of security must be submitted by the Contractor for the performance of the Contract is stated in the proposed contract documents.

Bidders may not withdraw their bids for a period of at least sixty (60) days after the scheduled closing time for the receipt of the bids.

The State of Nebraska, Department of Roads reserves the right to reject any or all bids and re-advertise for Bids; reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will in their opinion serve the best interests of the State.

Nebraska Department of Roads
Capital Facilities Section

A Pre-Bid Meeting has been scheduled for **Tuesday, August 30, 2016 from 2:00 PM – 4:00 PM, local time** beginning in Conference Room 162 at the NDOR Operations Office located at 5001 South 14th Street, Lincoln, Ne.

END OF SECTION

SECTION 002000

INSTRUCTIONS TO BIDDERS

PART 1 DEFINITIONS

- 1.01 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Notice to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to the execution of the Contract.
- 1.02 Definitions set forth in the General Conditions of the contract for Construction or in other Contract Documents are applicable to the Bidding Documents.
- 1.03 Addenda are written or graphic instruments issued by the Consultant prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.04 A bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.05 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate bids.
- 1.06 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.07 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.08 A Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- 1.09 A Sub-bidder is a person or entity who submits a bid to a Bidder for equipment or labor for a portion of the Work.

PART 2 BIDDER'S REPRESENTATIONS

- 2.01 The Bidder, by making a Bid, represents that:
 - A. The Bidder has read and understands the Bidding Documents.
 - B. The Bidder has visited the Site, and has become familiar with local conditions under which the Work is to be performed and with Federal, State, and Local laws, ordinances, rules and regulations affecting the performance of the work.
 - C. The Bid is based upon labor, materials, products, systems, equipment and other items required by Bidding Documents without exception.
- 2.02 Working Conditions: Bidders are required to inform themselves fully on the conditions relating to construction and labor under which work shall be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other Contractor or the operations of the Owner.
- 2.03 A STRONGLY ENCOURAGED PRE BID WALK THRU is scheduled for August 30th at 2:00 pm Local Time, at the NDOR Operations Building Conference Room 162, located at 5001 South 14th Street, Lincoln, NE 68512.

PART 3 BIDDING DOCUMENTS

3.01 DOCUMENT SETS

- A. Bidders may obtain a complete set of the Bidding Documents from A & D Technical Supply. Contact them at (402) 474.5454 to obtain documents.
- B. Documents are also available for viewing at the Lincoln Builders Bureau and Omaha Builders Exchange.

3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Consultant errors, inconsistencies or ambiguities discovered.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall request such clarification from the Consultant at least seven (7) calendar days prior to the bid opening date. Direct inquiries to the Engineer, Frank Egelhoff by telephone at 402.474.6311 or in writing to Olsson Associates, 601 P Street, Suite 200, Lincoln, NE 68508.
- C. Interpretations, corrections, and changes of the Bidding Documents shall be made by published Addendum. Interpretations, corrections, and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
- D. The Engineer, working to serve the interests of the Owner, has prepared the plans and specifications and shall make written or verbal interpretations of them. The Engineer shall approve all samples of materials which are specified to be submitted for approval, approve the use of any equipment offered in lieu of that mentioned in the specifications and shall check and approve all shop drawings and details. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract by the Contractor. Decisions by the Engineer with regard to plans and specifications, work and materials, and contract questions shall be made after consultation with the Department.

3.03 SUBSTITUTIONS

- A. Where Bidding Documents refer to any items, materials, products, and equipment by means of one or more manufacturer's trade name, catalog reference, or similar means of identification or manufacturer, such reference establishes standard of required quality, appearance, dimension or function.
- B. Request for proposed substitutions shall be received by the Engineer no later than seven (7) calendar days prior to the receipt of bids.
- C. All approved substitutions shall meet the requirements of Specification Section 010000, General Requirements, Subsection 1.10, Product Requirements and shall be set forth in published Addenda. No Bidder shall rely upon approvals made in any other manner.
- D. Bidder shall assume and bear all responsibility for coordinating and performing related changes in the Work necessitated by such substitution and has included such costs in the Bid.

3.04 ADDENDA

- A. Addenda are written and/or graphic instruments prepared by the Consultant and issued prior to the Bid opening date, which modify or interpret the Bidding documents by additions, deletions, clarifications or corrections. Addenda shall be binding and shall become part of the Contract Documents.
- B. Prior to the date and time for receipt of Bids, Addenda will be issued to each person or firm recorded by the Consultant as having Bidding Documents, and copies will be available wherever Bidding Documents are on file for inspection.

- C. Addenda will be issued no later than forty-eight (48) hours prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- D. Bidder is responsible to verify on the proposal form that Bidder has received all addenda. Failure to receive such addenda shall not relieve Bidder from any obligation under the Bid as submitted.

PART 4 BIDDING PROCEDURES

4.01 PREPARATION OF BIDS

- A. All bids must be submitted on Bid Proposal Form which is bound into the Project Manual and/or Bidding Documents.
- B. All blanks on the Bid Proposal Form shall be completed using typewriter or handwritten in ink. Complete all blanks and provide all information requested on the Bid Proposal Form. Failure to complete the form in its entirety may be the basis for the rejection of the bid.
- C. Interlineations, alterations, and erasures must be initialed by the signer of the bid.
- D. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern.
- E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change". Where Alternate price quotations are not provided, it will be assumed that there is no change in the Bid if the Alternate is accepted.

4.02 BID SECURITY

- A. Bid Security is required, in the amount of 5% of the total Bid Amount. Make payable to Nebraska Department of Roads.
- B. Bid Security shall be one of: cashier's check, certified check, or Bid Bond issued by a Surety licensed to conduct business in the State of Nebraska. Form of Bid Bond to be used is AIA Document A310. Any agent signing a bid bond on behalf of the Surety must attach a Power of Attorney effectively evidencing the agent's authority to bind the Surety to the performance of the Bid Bond.
- C. Bid Security shall be submitted with the Bid Proposal Form.
- D. Owner reserves the right to retain Bid Security of the three lowest Bidders until sixty (60) days after receipt of Bid or until selected Bidder enters into Contract, whichever is shorter. Bid Security furnished by all other Bidders will be returned as soon as practical.
- E. Bid Security of selected Bidder shall be retained until Owner receives executed Owner-Contractor Agreement, Performance and Payment Bonds, and Certificates of Insurance.
- F. If any Bidder refuses to enter into a Contract or fails to furnish required Bonds and Certificates of Insurance within fifteen (15) days following notice of Contract Award, Bid Security shall be forfeited to Owner as liquidated damages, but not as a penalty.

4.03 SUBMISSION OF BIDS

- A. All Bids must be submitted on the Bid Proposal Form and must be accompanied by Bid Security and any other required documents, enclosed and sealed in an envelope marked as BID.
- B. Bids sent by mail shall be sealed in an envelope as described above and then placed in a separate mailing envelope and addressed to the location indicated in the Notice to Bidders.
- C. Bidder is responsible for the method and timely delivery to location designated for receiving bids.
- D. A Bid is invalid if it has not been deposited at designated location prior to time and date for receipt of Bids indicated in Notice to Bidders or prior to any extension issued to Bidders. Bid is invalid if

transmitted by automated electronic means or by facsimile.

- E. Unless otherwise provided, no Bidder shall modify, withdraw, or cancel the Bid or any part thereof for sixty (60) calendar days after the time designated for receipt of Bids.
- F. Consultant will not answer questions regarding the Bidding Documents within 24 hours of time established for receipt of Bids.

4.04 MODIFICATION OR WITHDRAWAL OF BIDS

- A. Any Bidder may withdraw Bid at any time prior to the scheduled time for receipt of bids.
- B. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- C. Bid Security shall be in an amount sufficient for the Bid as resubmitted.

PART 5 CONSIDERATIONS OF BIDS

5.01 OPENING OF BIDS

- A. Bids will be opened publicly and read aloud at the location indicated in the Notice to Bidders directly following the specified closing time for receipt of Bids.

5.02 REJECTION OF BIDS

- A. Bidder acknowledges the right of the Owner to reject any or all bids and waive any informalities or irregularities which do not materially affect the integrity or effectiveness of the competitive bid process.
- B. Bidder recognizes the right of the Owner to reject a bid if the Bidder has failed to:
 - 1. Furnish the required Bid Security.
 - 2. Submit data required by Bidding Documents.
 - 3. Complete in any way the Proposal Form.

5.03 ACCEPTANCE OF BID (AWARD)

- A. The Department of Roads will not award the Contract to any bidder who does not furnish, upon request, satisfactory evidence that he/she has the necessary ability and experience in work of this character, and necessary financial resources, facilities and plan to enable him/her to prosecute the same successfully and promptly complete the Work within the time required in the Contract.
- B. Intent of the Owner to award Contract to the lowest responsible Bidder, taking into consideration the best interests of the Department. In determining the lowest responsible Bidder, bids may be rejected and awards made upon consideration of the following factors:
 - 1. Ability, capacity, and skill to comply with the specifications and perform the work required by the Contract.
 - 2. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - 3. Ability to perform the Work within the time specified.
 - 4. Previous and current compliance with laws relating to the Contract.
 - 5. The price bid for the Work
 - 6. The quality of the Bidder's performance of previous contracts.
- C. Owner reserves right to:
 - 1. Wave informalities or irregularities, in all circumstances to analyze Bids in detail and to award contract which, in the good faith exercise of reasonable discretion of the owner, believes it to be in its best interest.
 - 2. Accept Alternates in any order or combination, unless otherwise specified.
 - 3. To determine the low responsible Bidder on the basis of lump sum Bid and Alternates accepted.

- D. If a Bidder offers or submits a voluntary alternate, it shall be received as information only and not used as a basis for determination of the low Bidder.

PART 6 POST BID INFORMATION

6.01 QUALIFICATION STATEMENT

- A. Upon request, the first and second apparent low bidders will furnish to the Department a statement of their qualifications to satisfy the Contract requirements.
- B. Such statement will be made on AIA Document A305 or AGC Document 221, whichever is specified within the request.

6.02 CONTRACTOR AND SUBCONTRACTOR DOCUMENTATION

- A. Upon notification by the Owner, the first and second low bidders will submit within seven (7) calendar days the following:
 - 1. A designation of the work to be performed by Bidder with their own forces.
 - 2. A list of the names of subcontractors, other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work.
 - a. Prior to final determination of lowest responsible Bidder, Owner will notify apparent low Bidder in writing if Owner has reasonable and substantial objection to and refuses to accept any person or firm on the list.
 - b. If Owner has objection, Bidder may either withdraw Bid or submit substitute person or firm with an adjustment in cost to cover any differences. Owner shall accept adjusted Bid price or disqualify Bidder. In either condition, Bid Security shall not be forfeited.
- B. Subcontractors and other persons and organizations proposed by Bidder and accepted by Owner must be used for the Work for which they are proposed and accepted, and shall not be changed except with the written approval of the Owner.
- C. If Federal or State law, ordinance, or professional organizations provide for licensing of contractors, the work shall be performed by licensed contractors. This includes but is not limited to the following services:
 - 1. Plumbing
 - 2. Electrical (Lead and Apprentice Labor, inclusive)
 - 3. Heating and Air Conditioning
 - 4. Elevator
 - 5. Fire Sprinkler/Fire Alarm
 - 6. Asbestos Removal
 - 7. Air/water balancing contractors shall be certified by NEBB or AABC.
 - 8. Communication / Data

PART 7 FORMAL CONTRACT AND CONTRACT SECURITY

7.01 FORM OF CONTRACT

- A. The successful bidder will be required to enter into a formal contract with the State of Nebraska - Department of Roads.
- B. Form of contract will be the same as the sample included in the Project Manual.

7.02 CONTRACT SECURITY

- A. The successful bidder shall furnish a surety bond in an amount at least equal to 100% of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract. The bond is to be executed by an acceptable surety company authorized to execute surety bonds in the State of

Nebraska.

- B. Form of performance and payment bond shall be AIA Document A312, Performance and Payment Bond.
- C. Contract Security shall be provided at the time of Contract execution.

PART 8 TIME OF COMPLETION AND LIQUIDATED DAMAGES

8.01 TIME COMPLETION

- A. The Contractor shall commence work under the Contract on the earliest possible date after signing of Contract by both parties, but not prior to issuance of the Notice to Proceed, and shall fully complete all work within the time limit designated in the specifications, or on the proposal from, whichever period is shorter, and shall be made part of the Contract.
- B. See General Conditions 007200, "Prosecution of the Work and Completion Date", the eighth paragraph.

PART 9 STATE AGENCY REQUIREMENTS

9.01 SALES AND USE TAX

- A. Owner shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for items incorporated into the Work considered by State of Nebraska to be exempt from Sales Tax. Contractor is responsible to monitor valid dates and notify Owner if an extension is necessary.
- B. The Appointment and Exempt Sale Certificate does not apply to:
 - 1. Purchase of materials to be used but not incorporated into the Contract Work, including but not limited to form lumber, scaffolding, etc.
 - 2. Purchase or rental of machinery, equipment, or tools owned or leased by Contractor and used in performing the work.

9.02 PERMITS AND FEES

- A. As an agency of the State of Nebraska, the Department of Roads is exempt from local, city, and county requirements to secure and pay for building permits and other local, city and county governmental permits, fees, licenses and inspections.
- B. The Work shall meet the requirements of the State Electrical Act. The Contractor shall secure permits, give notice for inspection and pay for all inspection fees stipulated in this Act and include all costs arising from this requirement in the Bid Proposal.
- C. The Work shall meet the requirements of the Nebraska State Fire Marshal. The Contractor shall coordinate with, pay for, and schedule all required inspections required by the Nebraska State Fire Marshal.

END OF SECTION